

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District Of New York**

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Oesterreiche Volksbanken AG

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
Tel: +44 20 7545 8393  
Fax: +44 113 336 2010  
Attention: Jonathan Biggs  
E-mail: jonathan.biggs@db.com

Court Claim # (if known): 66533  
Amount of Claim: EUR 1,000,000.00 plus interest  
and costs  
Date Claim Filed: 14 April 2010  
  
Full transfer of the Claim: EUR 1,000,000.00 plus  
interests and costs

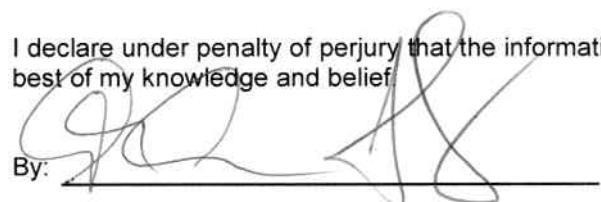
Last Four Digits of Acct. #: N/A

Tel: N/A  
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400  
Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided  
best of my knowledge and belief

By: 

in this notice is true and correct to the

6 June 2011

Date:

Transferee/Transferee's Agent

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

***Full Transfer of LBHI Claim # 66533  
PROGRAM SECURITY***

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Oesterreiche Volksbanken AG** ("Transferor") (acting on behalf of Volksbank Gewerbe- und Handelsbank Kärnten AG ("Volksbanken")) hereby unconditionally and irrevocably transfers and assigns to **Deutsche Bank AG, London** (the "Purchaser"), and Purchaser hereby agrees to accept assignment, as of the date hereof, of (a) Transferor's right, title and interest in and to such portion of Proof of Claim Number 66533 filed by Transferor on behalf of **Volksbanken** (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Transferor relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Transferor's right, title and interest in, to and under the transfer agreements, if any, under which Transferor or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Transferor hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on behalf of Volksbanken on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Transferor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; and (d) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (e) Transferor has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Transferor hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Transferor.

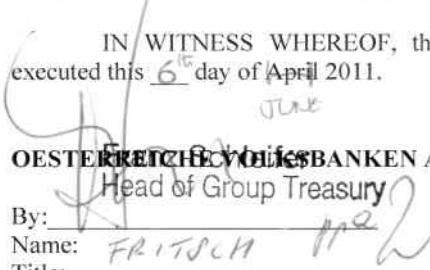
Transferor hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Transferor's breach of its representations and warranties made herein.

5. Transferor shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Transferor in respect of the Transferred Claims to Purchaser. Transferor has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Transferor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

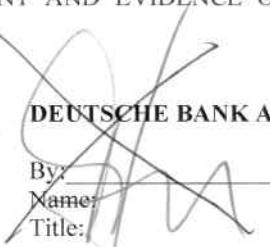
6. Each of Transferor and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Transferor's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Transferor and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 6<sup>th</sup> day of April 2011.

  
**OESTERREICHISCHE VOLKSBANKEN AG**  
Head of Group Treasury  
By: Fritz Schmid  
Name: Fritz Schmid  
Title: Head of Group Treasury

Attn:

  
**DEUTSCHE BANK AG, LONDON BRANCH**  
By: Michael Sutton  
Name: Michael Sutton  
Title: Attn: Michael Sutton



**Österreichische  
Volkssbanken-Aktiengesellschaft**  
1090 Wien, Kollngasse 14 - 16

Ross Miller  
Director

Duncan Robertson  
Director

Schedule 1

Transferred Claims

Purchased Portion

100% of the Proof of Claim attached at Schedule 2 and described below.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
10 yr EUR CMS Note	XSO283497005	CA65487835	Lehman Brothers Treasury Co. BV	Lehman Brothers Holding Inc.	EUR 1,000,000.00	01/31/2017

Schedule 2

Copy of Proof of Claim 66533

Schedule 1-1

**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000066533



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Oesterreiche Volksbanken-Aktiengesellschaft on behalf of Volksbank Gewerbe-und Handelsbank Karnten AG  
 Kolingasse 19  
 A-1090  
 Vienna, Austria

See attached Addendum to Proof of Claim for additional names and addresses for notice  
 Telephone number: +43(0)50 4004-3476 Email Address: david.krommer@volksbank.com

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** 58673  
*(If known)*

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ See Attached Addendum to Proof of Claim (Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**See attached Addendum to Proof of Claim (Required)**

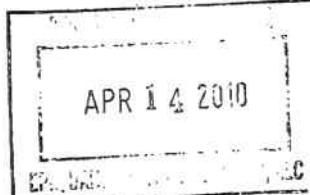
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**See attached Addendum to Proof of Claim (Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions

**FOR COURT USE ONLY**



**Date:**  
 April 12, 2010

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Vincent Roldan*  
 as  
 Attorney, Vincent Roldan

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150-5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ADDENDUM TO PROOF OF CLAIM**

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the "Debtor"), Case No. 08-13555 (JMP), by Österreichische Volksbanken-Aktiengesellschaft on behalf of Volksbank Gewerbe- und Handelsbank Kärnten AG ("Claimant").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Attention: William M. Goldman, Esq.  
Vincent Roldan, Esq.

DLA Piper Weiss-Tessbach  
Schottenring 14  
A-1010 Vienna/Austria  
Attention: Thomas Ruhm, Esq.  
Christian Temmel, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

This claim is for the principal amount of 1,000,000 euro plus interest in an amount that is presently undetermined.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

<b>ISIN</b>	<b>Blocking Reference #</b>	<b>Depository participant account #</b>
XS0283497005	CA65487835	Clearstream acct. no. 16.012

**Reservation of Rights**

No judgment has been entered on any portion of the proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific

assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.



1251 Avenue of the Americas  
New York, New York 10020-1104  
*main* 212.835.6000 *fax* 212.835.6001

WILLIAM COLEMAN  
[william.coleman@dlapiper.com](mailto:william.coleman@dlapiper.com)  
*direct* 212.776.3745 *fax* 212.884.8745

April 13, 2010

VIA EXPRESS MAIL

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

Re: Lehman Brothers Holdings Inc.  
Chapter 11; Case No. 08-13555 (JMP)

Dear Sir or Madam

Please file the enclosed three (3) original proofs of claim in the above-referenced case. Also, please file-stamp the three copies and return them to us in the enclosed, postage-prepaid envelope. Thank you for your attention to this matter.

Very truly yours,

Handwritten signature of William Coleman in black ink.  
William Coleman  
Paralegal

Encls.

cc: Vincent J. Roldan, Esq.

EXTREMEURGENT

home or office at usps.com/pickup

Print postage online - Go to usps.com/postage

PLEASE PRESS FIRMLY

PLEASE



UNITED STATES POSTAL SERVICE



E# 754733587 US

ORIGIN (POSTAL SERVICE USE ONLY)		
PO ZIP Code <b>10020</b>	Day of Delivery <input checked="" type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th	Postage <b>\$ 18.30</b>
Date Accepted <b>4/13/10</b>	Scheduled Date of Delivery <b>4/14/10</b>	Return Receipt Fee <input type="checkbox"/>
Mo. <input type="checkbox"/> Day <input checked="" type="checkbox"/> Year <b>2010</b>	Month <input checked="" type="checkbox"/> Day <input type="checkbox"/> Year <b>4/14/10</b>	ODD Fee <input type="checkbox"/> \$ <input type="checkbox"/>
Time Accepted <b>2022 PM</b>	Scheduled Time of Delivery <b>11 AM</b>	Insurance Fee <input type="checkbox"/> \$ <input type="checkbox"/>
Flat Rate <input type="checkbox"/> or Weight <b>7 oz.</b>	Total Postage & Fees <b>\$ 18.30</b>	Acceptance Sign. Initials <b>WTF Alpha Country Code</b>

PRESS HARD. YOU ARE MAKING 3 COPIES.

FROM: (PLEASE PRINT) **Bill Coleman**  
DIA Piper  
1251 Ave of Americas  
NY, NY, 10020

PHONE: **1**

TO: (PLEASE PRINT) **Brothers Holding claims**



Flat Rate  
Mailing Envelope  
For Domestic and International Use

Visit us at [usps.com](http://usps.com)

Mailing Label  
Label 11-8, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)		
Mo. <input checked="" type="checkbox"/> Day <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th	Time <input type="checkbox"/> 9 AM <input checked="" type="checkbox"/> 10 AM <input type="checkbox"/> 11 AM <input type="checkbox"/> 12 PM <input type="checkbox"/> 1 PM <input type="checkbox"/> 2 PM	Emergency Signature <i>A 820 70</i>
Mo. <input type="checkbox"/> Day <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. <input type="checkbox"/> Day <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
CUSTOMER USE ONLY		
<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic and International) Indicates that recipient is responsible for verifying customer's name and address or signature. Indicates delivery to be made without signature. Indicates that article may be left in recipient's care. Indicates that article may be left in recipient's care and authorizes the carrier to leave a signature confirmation and authorizes the carrier to leave a signature confirmation within a reasonable time period after delivery.		
<input type="checkbox"/> PAYMENT BY ACCOUNT Express Mail Corporate Acct. No. <b>10150-5076</b>		
Federal Agency Acct. No. or Postal Service Acct. No.		

NO DELIVERY  Weekend  Holiday  Meter Signature

TC: (PLEASE PRINT) **Lehman Brothers Holding claims**

Processing Center  
c/o Epiq Bankruptcy Solutions  
FDR Station, P.O. Box 5070  
Ny, NY 10150-5076

ZIP + 4 U.S. ADDRESS ONLY. DO NOT USE FOR PERSONAL MAIL CODES

**10150+5076**

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW



016H26522420

**\$ 18.500**

04/13/2010

Mailed From 10020

US POSTAGE



When used internationally  
affix customs declarations  
(PS Form 2976, or 2976A).



USPS packaging has been  
designed to be  
safe and durable.  
For more information  
on our quality  
products, call  
1-800-USPS-INFO.

Please recycle.